

HAROLD BAER
U.S. DISTRICT JUDGE
S. D. N.Y.

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DAVID J. DOYAGA, AS TRUSTEE OF THE ESTATE
OF THE DEBTOR DAVID JONES,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE
COMMISSIONER RAYMOND W. KELLY, POLICE
OFFICER WANDA ORTIZ, POLICE OFFICER
RAFAEL SANZ, JOHN DOE ##1-4,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

06-CV-0991 (HB)

USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 6/26/07

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WHEREAS, plaintiff David Jones commenced this action by filing a complaint on or about February 8, 2006, alleging that defendants violated his federal civil and state common law rights; and

WHEREAS, David J. Doyaga, as trustee of the Estate of the Debtor David Jones, was substituted as plaintiff in this action by order of the Court dated August 29, 2006,

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay to David J. Doyaga, as Trustee of the Estate of the Debtor David Jones, the total sum of SIX THOUSAND DOLLARS (\$6,000) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against the City of New York and to release the City of New York, the individually named defendants Raymond W. Kelly, Wanda Ortiz and Rafael Sanz, and any present or former employees or agents of the New York City Police Department and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed


agreement entered into prior to the execution of this Stipulation and Order regarding the subject
matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary
the terms and conditions contained herein.

Dated: New York, New York
September 26, 2006

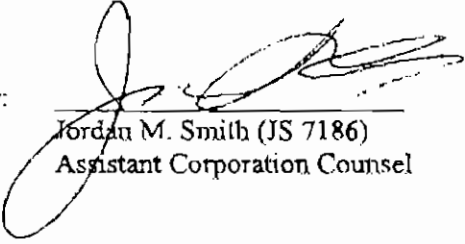
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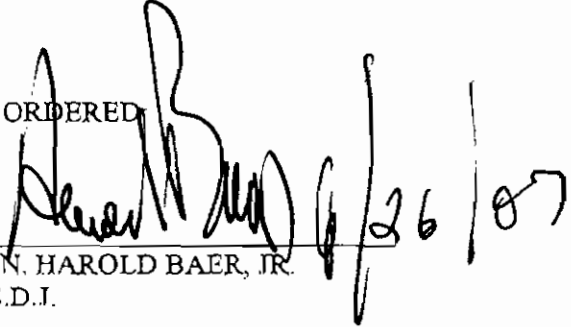
By:


Andrew B. Stoll (AS 8808)

By:


Jordan M. Smith (JS 7186)
Assistant Corporation Counsel

SO ORDERED


HON. HAROLD BAER, JR.
U.S.D.J.